

# *Policies* & PROCEDURES



# OCFEC Year-Round Event Program

## Policies & Procedures

### **ACCESS BY FACILITY PERSONNEL**

In performance of their duties, Facility personnel shall have the right to enter the areas contracted by the Renter. Specific hours may or may not be designated. At all times, Renter will honor the official OCFEC identification credentials worn by OCFEC personnel.

### **ADVERTISING**

A signed and executed event rental agreement is required prior to any advertising or promotions of the event. All advertising and promotion materials, including press releases, flyers, radio and/or television spots, website content and exhibitor packets shall be reviewed and approved by your OCFEC event coordinator prior to production.

The OCFEC shall be referred to as "OC FAIR & EVENT CENTER" - in all marketing materials, public listings, radio/print/TV broadcast advertising, external & on-site signage, vendor information, public communications, collateral reference, internet listings, media alerts, media interviews, press releases, and all references, and all reference to property identification of the event. All other references to the property location are deemed invalid. For further information see the OCFEC branding guidelines available at [www.ocfair.com](http://www.ocfair.com) or your OCFEC event coordinator.

As stated in the CPC (California Penal Code) section 556-556.1 Renter shall not unlawfully place, post, erect or display any signs or forms of advertising on any public street or thoroughfare or any private property which pertains to your contracted event at the OCFEC. Failure to adhere to this provision may result in the cancellation of future bookings.

### **AIR CONDITIONING AND HEATING**

Air-conditioning and/or heating are provided during published event hours only and included in the rental rate for the building. Requests for air conditioning and/or heating during non-event periods will be charged at the prevailing rate.

### **ALCOHOL**

Alcohol brought on the grounds by exhibitors, attendees or show personnel is strictly prohibited. The OCFEC Foodservice Provider shall only serve alcoholic beverages on the OCFEC property. Exception to this policy shall only be valid with written OCFEC approval.

### **AMERICANS WITH DISABILITIES ACT**

While the OCFEC will provide those accommodations that are structural in nature, the Renter shall provide those accommodations that are show specific such as wheelchairs, guided escort services to a specific booth, but not to all exhibits.

An Equal Access Guide has been developed by the OCFEC for the public use. Copies are available at [ocfair.com](http://ocfair.com). For more information contact your Event Coordinator.

### **ANIMALS**

With the exception of guide, signal or service dogs, animals are not allowed on the property without prior written approval from the OCFEC. Approval is based on whether the animal is legitimately part of a show, exhibit or activity requiring the use of animals. If allowed, the Renter is ultimately responsible for the liability associated with animals and the sanitary needs.

### **ARTIST CONTRACTS**

Renter shall provide, on demand by the OCFEC, a copy of a fully-executed contract with artist(s) scheduled to perform during its event.

## **ATM SERVICE**

ATM's shall only be provided by the OCFEC. Renter shall request ATM services and preferred location(s) no later than 60 days prior to the start of their event.

## **BOARD OF EQUALIZATION**

State of California Board of Equalization requires the Renter shall provide their exhibitor list to the Board of Equalization no less than thirty days prior to their event.

## **BUSINESS LICENSE**

A Business License is required from the City of Costa Mesa for any event generating income at the OCFEC.

## **BOOKING POLICY**

### **COMPETING EVENTS**

#### **Non-Profit Events and Trade Shows**

Competing events where more than 50% of the event is similar in nature shall not be scheduled within 30 calendar days of each other.

#### **Public Consumer Shows**

Competing events where more than 50% of the event is similar in nature shall not be scheduled within 45 calendar days of each other.

### **EVENT SELECTION CRITERIA**

Below are the various points evaluated by OCFEC:

Available Space - Determines if the desired space of the applicant is available and does not negatively affect other users of the OCFEC property.

Available Dates - Determines if the desired dates of the applicant are available and does not negatively affect other users of the OCFEC property.

Scope of Event - Determines if the scope of the event can be effectively supported by the available infrastructure of the OCFEC property. In addition, evaluates to ensure the event is within the mission and values of the OCFEC.

Competing Events - Determines if the applicant's event may compete with a similar or like event within the date range designated in the Competing Events Policy.

Safety Concerns - Determines any safety risks and liabilities that may be caused by the requestor's event. Renter Experience - Determines and evaluates the event experience of the Renter.

Venue References - Determines and evaluates past experience of the requestor's event at other venues.

Bank References - Determines and evaluates the requestor's experience and credit worthiness with their bank.

Event Business Plan - Determines and evaluates the requestor's proposed business plan for the event. Financial Return to OCFEC - Determines and evaluates the proposed net financial gain from the event. This includes evaluating the estimated rent and ancillary revenue vs. estimated event expenses.

### **OCFEC PRODUCED EVENTS**

OCFEC sponsored events, including the annual Orange County Fair and annual Imaginology, take precedence over any event. If OCFEC schedules an activity that interferes with a booked event, an alternate date or location will be provided, or all monies will be refunded.

### **BOOKING PROCESS**

#### **Application/Proposal:**

Requested dates more than 24 months prior to the proposed event shall not be considered. An OCFEC completed event

application is required for all booking requests. OCFEC, at its sole discretion may consider an event proposal as an application in cases where additional information is necessary to evaluate the request.

**Selection Criteria:**

- Available Space
- Available Dates
- Scope of event
- Competing Events
- Safety concerns
- Renter Experience
- Venue References
- Bank References
- Event Business Plan

**Review:**

Review of completed applications/proposals typically takes 5 to 15 business days. Review of applications involving more complex events typically takes 15 to 30 business days.

At the conclusion of the review process, a draft rental agreement will be developed or a letter of denial will be sent to the applicant. It is important to understand that an event is not considered approved until a final rental agreement has been signed by both the Renter and the OCFEC. The first scheduled payment is submitted according to the terms in the rental agreement.

**CAMPING**

**Rates:**

- Individual Campers shall be charged according to the current on the OCFEC rate sheet.
- Trailer Rallies shall be charged according to the current rates on the OCFEC rate sheet.
- Exhibitors with a contracted OCFEC event shall be charged according to the current rates on the OCFEC rate sheet.
- Camping rates include a designated space with electrical and water service. Sewer service is based upon availability.
- Camping rates are applied for each overnight stay.
- Payments shall be made at the Department of Public Safety Office just inside Gate 5.
- Cash is the only acceptable form of payment.

**Campground Hours:**

- For the enjoyment of your fellow campers please observe the quiet hours between 10 p.m. and 7 a.m. Generators may not be run during those hours.
- Gate 5 is closed from 12 midnight to 6 a.m.

- Campers may stay up to a maximum 14 consecutive days per visit. There must be a break of 7 days between visits with a maximum of 60 days per year.

**Utilities:**

Power available at each camping space is a 50 Amps 240 volt straight blade connector and a standard 20 Amp 120 volt household receptacle.

Water connection is available at each camping space. Sewer connections are only available at designated locations.

A dump station is available within the campground and is included in the nightly rate charged to use the facility. Please do not dump wastewater anywhere else within the campground or the OCFEC.

**Contacts:**

In case of emergency or any other condition that requires immediate attention, please contact our Department of Public Safety at (714) 708-1588 (24 hours a day) or visit the Department of Public Safety Office just inside Gate 5.

**Rules & Regulations:**

- Vehicles must display the proper OCFEC issued permit at all times.
- Second vehicles must have an OCFEC issued permit to leave and re-enter.
- Speed limit is 10 mph.
- RV sites must be kept clean for the enjoyment of all our guests.
- Pets are to be kept on a leash at all times and are to stay within the campground only.
- Pets must be cleaned up after immediately.
- Pets are not to be left alone tied to a vehicle. If you leave your pet in your RV, make sure there is adequate ventilation.
- Any type of fencing or barrier is not permitted.
- One RV and one vehicle per site.
- Guests must pay for all extended stays by 10 a.m.
- Drugs, weapons, fighting, lewd conduct, reckless driving, speeding, motorized/non-motorized scooters and skateboards are not permitted.
- Non-contained fires for cooking or heating are not permitted.
- Any guests, their children or visitors who become a nuisance will be asked to leave.
- The Rules and Regulations must be adhered to, as well as any other directions given by the OCFEC Department of Public Safety. Any violators of the above policies will be asked to leave the property without refund.
- OCFEC management has the right to close the campground at any time without prior notice. Every effort to find an alternate location will be made.

PURSUANT TO THE CALIFORNIA RECREATIONAL VEHICLE OCCUPANCY LAW, THE "RECREATIONAL VEHICLE MAY BE REMOVED AS SPECIFIED IN SECTION 799.22..." FOR FAILURE TO PAY OR FAILURE TO COMPLY WITH PARK CAMPING POLICY.

**CIVIL CODE SECTIONS 799.22, 799.43 AND 799.58  
ORANGE COUNTY SHERIFF'S DEPT. (714) 288-6742**

## **CANCELLATIONS OF EVENT RENTAL AGREEMENT**

Renter understands that if the event Rental Agreement is not returned within 10 business days upon receipt and/or payments are not made by the due dates stated in the rental agreement, OCFEC reserves the right to cancel the Rental Agreement without further notice.

365 calendar days or more prior to the start of the event, the Renter is responsible for a flat fee of \$1,000 vs. the amount due to date of cancellation in the signed rental agreement (whichever is greater). The fee shall serve as the liquidated damages to the OCFEC for the loss of business.

180 calendar days to 364 calendar days prior to the start of the event, the Renter is responsible for all payments made to date to OCFEC as agreed in the signed rental agreement. Payments received shall serve as the liquidated damages fee to the OCFEC for the loss of business including the loss of the event ancillary revenues.

Renter is required to submit all event rental agreement cancellations in writing by mailing a certified letter to the OCFEC. When the certified letter is received and accepted by OCFEC this will designate the official date of cancellation.

## **CANNABIS**

The 32nd District Agricultural Association (OC Fair & Event Center) does not book cannabis-related events at the OC Fair & Event Center for several reasons, including without limitation, the OC Fair & Event Center's close proximity to schools, parks, day care centers and other areas where minors gather. This policy also extends to existing events which are prohibited from including cannabis products or activities, cannabis-related products or activities or drug paraphernalia during events held at the OC Fair & Event Center. The OC Fair & Event Center does not permit any sponsor, vendor or exhibitor to include in any marketing, advertising or information for an event held at the OC Fair & Event Center, any promotion, information or advertisement from cannabis dispensaries or third-parties that sell or promote cannabis-related products or drug paraphernalia. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products, cannabis-related products or drug paraphernalia during any event at the OC Fair & Event Center. Notwithstanding the foregoing and consistent with California law, the OC Fair & Event Center permits the sale, promotion, sponsorship and display of independently tested/regulated CBD products that contain no more than 0.3 percent (0.3%) THC, as well as products containing seeds derived from industrial hemp, industrial hemp seed oil, or hemp seed oil derived from industrial hemp.

## **CARDBOARD**

In an effort to be environmentally responsible, all cardboard material on the OCFEC is baled and recycled. Renter is required to ensure all cardboard boxes are broken down and placed at designated dumpsters outside the building. Renter will be charged accordingly for additional labor charges for boxes that are not broken down and placed in the designated area. Renter is further required to ensure all exhibitors; contractors and decorator abide by this policy.

## **CARPETS, FLOORS & WALLS**

Renter is responsible for all damage to carpets, floors & walls during an event. Understanding that temporary stains will occasionally occur, Renter shall be responsible for cleaning costs associated with the removal. If carpet/wall coverings cannot be sufficiently cleaned or if the damage is severe (cuts, rips or tears) Renter shall be responsible for the costs of the carpet or wall covering replacement. Renter installing temporary carpet or wall coverings shall be responsible for any residue left from the removal of the carpet or wall coverings.

Renter shall not be permitted to use staples, pins, tack and nails to affix to any walls within the OCFEC facility. Renter shall be responsible for any holes or marred wall surfaces from the use of tape. Renter shall be responsible for any tape residue left on the floors.

Renter shall be responsible for any wires left on the walls or floors.

Renter shall be charged according to the current rates in the General Pricing booklet for any labor or equipment necessary for the repair or removal costs.

## **CARTS**

All carts shall obtain a valid cart number issued by OCFEC and shall remain affixed to the front of the cart in a visible area at all times while driving on the grounds of OCFEC.

It shall be the policy of the OCFEC that all users of electric, gas, or similar type carts obey the policy as set forth in this document. This policy was established so that all users of these carts and the others around them are able to travel on the grounds in a manner that is as safe as possible. The OCFEC is public property and in addition to the rules stated in this policy the California Vehicle Code is enforceable at all times.

Cart use on the grounds of the OCFEC is not a right but a privilege. The privilege is regulated by Fair Management and can be revoked for any violation of the rules at any time.

Drivers shall:

- Be 18 years of age or older.
- Possess a valid and unrestricted driver's license while operating the cart.
- Never drive more than 10 MPH at any time on the grounds.
- Always be courteous and polite when operating the cart.
- Make sure every rider is seated. Riding on a dashboard or on someone's lap is not permitted. All arms and legs must be inside the cart at all times.
- Always apply the parking brake when leaving the vehicle and take the key.
- Keep a minimum of three (3) feet between you and the closest pedestrian.
- Remember that pedestrians always have the right of way. Do not honk the horn or tell people to "get out of the way" to get by them.
- Always watch for darting children.
- Not overload the cart with cargo. Cargo may not be placed in the cart in a manner which blocks the driver's view, makes the cart unbalanced, or in which the load extends from the cart in an unsafe manner.
- Wait until the cart comes to a complete stop before letting anyone get in or out.
- Never leave a cart blocking any roadway or pedestrian walkway.
- Obey the rules of the road at all times
- Not drive a cart at any time while under the influence of drugs or alcohol.
- Not consume alcohol while operating a cart.
- Not operate carts on the grounds during the hours the fair is open to the public, or when otherwise directed by OCFEC Management or their representatives.
- Insure that carts are only be used for business purposes, i.e. moving product, equipment, etc. Do not use the carts for personal use. (Not applicable for certain events)
- Tampering with any cart at anytime, in any manner will result in loss of driving privilege. In the case of OCFEC staff, disciplinary action up to and including termination may result.
- Driving any vehicle in an unsafe manner will result in loss of driving privileges. In the case of OCFEC staff, disciplinary action up to and including termination may result.

#### **COORDINATION & COMMUNICATION**

Your OCFEC Event Coordinator has been assigned to your event to provide the event expertise and coordination necessary to successfully host your event at OCFEC. It is important that all communications relating to OCFEC services and venues are through your OCFEC Event Coordinator. It is the responsibility of your Event Coordinator to

communicate your event needs to other OCFEC Departments. Please ask your Event Coordinator if you need further clarification.

### **CONTRACTOR REGULATIONS**

Renter must provide a list of contractors that will be used during the event at least thirty (30) days prior to the first move-in day. The list assists us with the preplanning of services and security program.

Proper conduct and behavior is a must while working at the OCFEC. Contractor Staff shall conduct themselves in a professional manner at all times, which includes following all policies and procedures governing the OCFEC.

Abide by the Standard Operating Policies of the OCFEC and OSHA as they relate to the safe operation of equipment and machinery. For more information on the OSHA requirements visit [www.osha.gov](http://www.osha.gov).

Train appropriate staff to an industry standard, in the safe operation of all equipment and machinery. This includes training and enforcement of standards established by OSHA.

Contractors are required to maintain an orderly and efficient job site, which includes:

- proper and orderly storage of on site equipment
- equipment stored in service corridors are to respect aisles, facility preparation areas and emergency exits
- removal of all unnecessary equipment from the facility in a timely manner
- removal of all extraordinary amounts of waste from the facility in a timely manner
- if the renter's contracted company leaves any equipment or supplies behind, the Renter is responsible for coordination of pickup of these items with the company. Renter understands that there may be an additional cost for items left after the event.

### **COURTESY CREDENTIALS**

Renter understands that they shall provide courtesy credentials in order for OCFEC management, staff and Board of Directors to attend and monitor the event.

### **COMPLIANCE WITH LAWS**

The Renter, its exhibitors, patrons and other persons connected with this event, shall observe and comply with all laws, statutes, ordinances, rules and regulations of the Government of the United States, State of California, County of Orange and the City of Costa Mesa including but not limited to the Americans with Disabilities Act. Renter shall indemnify, defend (at the OCFEC option) and hold harmless the State of California and OCFEC from all damages, costs and expenses in law or equity arising out of the Renter's failure to comply with applicable laws, statutes, ordinances, rules, regulations or acts. The cost of such compliance is the responsibility of each Renter, Exhibitor or Patron.

### **CRISIS COMMUNICATIONS**

OCFEC Event Coordinator and Department of Public Safety shall be notified immediately if a major incident occurs during your event that threatens the safety or welfare of visitors, employees or equipment including incidents that require assistance from an emergency agency such as fire, police or paramedics. Once notified and if deemed necessary, the OCFEC Communications Department will take the lead in handling all media inquiries regarding the incident. OCFEC staff will work with your organization to develop communications materials and manage the media effectively and in a timely manner.

### **DAMAGE**

Damages to the OCFEC facility shall be the sole responsibility of the Renter. The Renter shall be solely responsible for the damage caused by the Renter's exhibitors, employees and patrons. Damage costs will be itemized and deducted from the refundable deposit following the event.

### **DEADLINES**

The Rental Agreement shall be due back and signed within 10 business days upon receipt. Rental Agreements not



received within 10 business days upon receipt shall be subject to cancellation. Rental Agreement payment deadlines are designated in the Renter's agreement.

The following is a list of general items and their due dates. Renter understands that any item that does not meet the deadline may be subject to late fees or cancellation of the rental agreement.

Due at time of event Request:

- Proof of Non-Profit Status (IRS 501©3) Permit

Due Prior to solicitation or selling vendor space:

- Preliminary Floor Plan
- Publications (Public and Vendor)
- Public Information Form
- Signed Rental Agreement

Due 60 days prior to the event:

- Certificate(s) of Insurance

Due 30 days prior to event:

- Final Floor Plan
- Foodservice & Sample Request Form
- Contractor Listing

Due 21 days prior to event:

- Electrical Floor Plan

#### **DECORATING COMPANIES**

Your Event Coordinator can provide a list of companies familiar with OCFEC upon request. OCFEC does not have an exclusive arrangement with a decorating company.

#### **DECORATIVE MATERIALS**

Nothing may be taped, nailed, stapled, tacked or otherwise affixed to ceilings, walls, painted surfaces, fire sprinklers, columns or windows. Please inform all show personnel and exhibitors of this policy. Check with your Event Coordinator for further information on appropriate displaying methods at the OCFEC. Damages or clean-up resulting from the improper use of these materials will be itemized and deducted from the Refundable Deposit following the event.

#### **DESIGNATED RENTER STAFF**

Renter shall provide the OCFEC Event Coordinator with a list of Renter staff and their designated areas of responsibilities. The staff list should include a clear indication of those staff members authorized to obligate Renter for charges for services, personnel and equipment.

#### **DUMPSTERS**

OCFEC shall charge for each dumpster utilized at each event. This includes dumpsters used during move-in, event and move-out periods. The current charge is available on the OCFEC General Pricing Information. Dumpsters used will be itemized and deducted from the Refundable Deposit following the event.

## **ELECTRICAL SERVICES**

The OCFEC requires all electrical work inside or attached to disconnect switches, panels, motor control centers, panel boards and other electrical equipment be controlled by OCFEC Electrical staff only.

Outside Electrical contractors shall only be allowed on the property with the written permission of your OCFEC Event Coordinator.

Approved Electrical contractors shall follow the OCFEC contractor policies.

All electrical equipment used for lighting, sound, exhibit equipment, or other effects must meet applicable National Electrical Code and OCFEC requirements. Electrical fixtures and fittings must be UL listed and so marked. OCFEC reserves the right to withhold electrical power until any violation of the codes is corrected and the OCFEC electrician approves the correction.

All electrical specifications and exact desired electrical locations shall be detailed on an OCFEC based CAD layout and provided to your OCFEC coordinator within 21 days of your event. Additional fees and penalties may be charged to the Renter if the layout is not detailed or is provided to OCFEC less than 21 days of the start of your event.

All labor hours provided by OCFEC Electricians and equipment used for each event shall be charged to the Renter at the applicable rates shown on the most current OCFEC General Pricing Information. OCFEC Electrician labor include all hours utilized for installation of electrical equipment, monitoring and responding to Renter requests during move-in, event, move-out periods and removal of electrical equipment.

OCFEC reserves the right to inspect and approve or reject all electrical installations.

Renter shall be responsible for any equipment that is either damaged or lost when OCFEC Electricians remove the electrical equipment following the event. Damage or lost equipment shall be itemized and deducted from the Refundable Deposit following the event.

Please contact your OCFEC event coordinator for questions.

## **ELECTRICAL CORDS**

Cords are not permitted to run across any public access way including aisles and roadways. There is to be a clearance of three feet left in front of any electrical panel. No zip cord (household extension cords (2) prong wiring will not be permitted).

## **EQUIPMENT RENTAL**

The OCFEC equipment inventory is usually adequate to accommodate several simultaneous events and current prices can be found on the current OCFEC General Pricing Information. Please let your Event Coordinator know what your needs are at least 30 days prior to your event. Equipment rental requests less than 30 days prior to the event may incur additional fees to the Renter. When the inventory is exhausted, Renter must make arrangements for additional equipment at its own expense.

## **EVENT COORDINATOR**

An Event Coordinator will be assigned as the primary liaison between the Renter and the OCFEC Facility staff. Renter's Event Coordinator will be the primary Facility contact for all phases of the event.

## **EVENT EXPENSES**

In addition to the facility fee for the building and/outdoor space rented for your event, the following is a list of potential event expenses, which could be incurred, depending on your needs and the scope of the event. This list is meant to be a representative checklist and may not be all-inclusive.

- Advertising services
- Bank Services
- Armored car service
- Cart Rental
- Audio / Visual services
- Clean up services

- Damage to facility
- Decorator
- Electrician Services
- Equipment damage/loss
- Equipment rentals
- Event Staff
- Grounds Services
- Fire Department / Marshall Services
- First Aid Services
- Floor Plan Design
- Forklift / Genie Lift
- Hotel Lodging
- Insurance
- Internet Services
- Janitorial Services
- Law Enforcement Services
- Marketing Services
- Merchandise Fee Percentage
- Parking Services
- Permit Approvals
- Plumbing Services
- Public Relations Services
- Receptionist Services
- Radio rental
- Registration services
- Rigging
- Security Services
- Service contractors
- Shuttle Services
- Sound Engineer/Monitoring
- Stage Rentals
- Technical Services
- Telecom Services
- Tent Rental
- Ticketing Services
- Traffic Control Services
- Trash collection Services
- Trash Disposal Services
- Ushers
- Utility charges

Please contact your OCFEC Event Coordinator to determine what is needed for your event, current rates, projected OCFEC reimbursable expenses and a list of outside service providers.

#### **EXCLUSIVE SERVICES**

The following exclusive services are provided at the OCFEC. Renter understands that the following services shall only be provided by the OCFEC. Exceptions are required in writing from OCFEC. Labor and equipment charges for the following services are available in the current OCFEC General Pricing Information.

- All catering and concessions food and beverage services, OCFEC exclusive provider is Ovations Food Services. Your event coordinator will put you in contact with them for any Food & Beverage requirements/needs.
- Electrical Services
- Plumbing Services
- Janitorial Services
- Building/Grounds Trash Collection Services
- Parking/Traffic Services

- Phone Services, OCFEC exclusive provider is AT&T Please ask your Event Coordinator for further clarification.

### **EXHIBIT DISPLAYS**

As a general policy, exhibitors are responsible for providing or arranging for their own carpeting in the booth area. Renter or exhibitors shall also be responsible for the cleaning and maintenance of the carpet.

### **EXHIBITOR LOAD IN/LOAD OUT**

Exhibitor load in/load out parking will be restricted to the sides and rear of all buildings and limited based upon the amount of equipment or supplies being loaded. OCFEC Parking personnel will ensure all vehicles have the appropriate loading permit visible in the vehicles dash board, keep access roads clear, keep vehicles out of no parking zones and monitor to ensure vehicles are promptly removed from the loading area when loading is complete.

All vehicles and trailers are required to be removed from the loading areas before the event is open to the public. The OCFEC Event Coordinator may delay the opening of an event until vehicles have been moved from the loading area to their designated parking area.

Renter shall receive pre-approval from their Event Coordinator of all exhibitor and public materials related to exhibitor loading, parking and traffic direction prior to release.

### **FACILITY CLEANING**

The OCFEC delivers a "broom clean" floor to all venues and grounds prior to the move-in period.

At the conclusion of the event move-out period OCFEC broom cleans all outdoor venues and polishes all indoor floor venues. All OCFEC labor expense related to returning the venue and grounds to the same condition it was prior to the event move-in period shall be itemized and deducted from Renters Deposit following the event.

During the event period, OCFEC provides the necessary Janitorial and Grounds staff to maintain a clean and presentable event environment. This includes the cleaning and maintenance of all restrooms, maintain event aisles, empty and reline trash cans, cleaning of glass doors, mopping up spills, clearing and cleaning patron seating areas, etc. All OCFEC labor expense related to these services shall be itemized and deducted from the Refundable Deposit following the event.

### **FIRE PERSONNEL & EQUIPMENT**

In the interest of public safety, the OCFEC may, at its sole discretion, require the presence of the State of California Fire Marshal and/or the Costa Mesa Fire Department during certain events, which may adversely impact public health, safety or welfare. Personnel are scheduled at the Renter's expense and subject to the rules of the State of California Fire Marshal and/or the Costa Mesa Fire Department.

### **FIRST AID COVERAGE**

In the interest of public safety, the OCFEC may, at its sole discretion, require the Renter to contract first aid services for the public hours of the event. Your Event Coordinator has a list of vendors familiar with OCFEC. Your event coordinator will recommend the First Aid company for you to contract with for your event.

### **FLOOR PLANS**

In order to ensure your event floor plan is approved by the State Fire Marshal and OCFEC, please understand and follow the requirements below.

A proposed event floor plan shall be submitted to your Event Coordinator prior to the solicitation and sales of vendor space. Your Event Coordinator will review the proposed floor plan to ensure the layout may not violate either State Fire Marshal regulations or OCFEC policies. Renter understands that specific areas shall be reserved for the OCFEC foodservice provider within the renter's floor plan.

Final floor plans shall be submitted with a California State Fire Marshal Special Event Permit Application provided to your Event Coordinator at least 21 days prior to your event.

Final floor plan shall be detailed on an OCFEC based CAD layout detailing all the State Fire Marshal requirements listed below. Additional fees may be charged to the Renter if the layout is not detailed or is provided to OCFEC less than 21 days of the start of your event.

**State Fire Marshal & OCFEC Regulations:**

- Aisles between display areas shall be a minimum of ten (10) feet for indoor venues.
- Aisles between display areas in high traffic outdoor venues (Main Mall and all roadways surrounding the exhibit buildings) shall be a minimum of twenty (20) feet.
- Equipment or supplies such as chairs or signage shall not intrude into the aisle space.
- One hundred (100) linear feet of contiguous display space is the allowable distance before a cross aisle shall be present.
- Aisles shall be configured to provide clear access to exit ways.
- There shall be twenty (20) feet of clearance in front of all illuminated exits.
- The travel distance within any booth or exhibit enclosure to an exit access may not be greater than fifty (50) feet.

**The following must be designated on your floor plan:**

- Booth spaces and what is in the booths (i.e., exhibit booths, sampling, cooking demonstrations, vehicle display, etc.)
- Bulk spaces
- Enclosed areas in a booth or bulk space (Enclosed areas, i.e., closets, offices, etc., need to be equipped with a UL approved battery-operated smoke detector and a 2A10BC Fire Extinguisher).
- Proposed crate storage areas
- Motorized Vehicles
- Multi-level booths
- Trussing or archways

All multi-level booths must be designated on your floor plan. Please note the following requirements that apply to multi-level booths:

- A certified structural drawing of a multi-level booth must be submitted to our State Fire Marshal at least ninety (90) days in advance of the first move-in day to allow sufficient time for any needed corrections.
- One 2A10BC -type fire extinguisher must be on each level of the display, easily available and unobstructed from view.
- All areas under multi-level booths must be equipped with a UL approved battery operated smoke detector attached to the ceiling or understructure.
- No ceilings are allowed on the top most level.
- If any deck is designed to hold over 10 people, a second staircase is required for emergency evacuations.
- All stairways must be at least three (3) feet in width and must be equipped with a handrail on at least one side.

## **FOOD AND BEVERAGE SAMPLES**

All food and beverage related samples shall complete an OCFEC sample request form and receive written approval from your Event Coordinator prior to the Renter contracting with the sample provider. All OCFEC sample request forms shall be submitted to your Event Coordinator at least 30 days prior to the event start date. If written approval is granted by your Event Coordinator it shall be the responsibility of the Renter to obtain the necessary approvals from the Orange County Health Department Sampling Requirements. The OCFEC Foodservice Provider shall only service all alcoholic beverage sampling. Please see your Event Coordinator for questions.

## **FOOD AND BEVERAGE SERVICE**

Concession services are provided for all public events.

Any event with food, beverage and/or alcohol beverages are sold or provided at no charge to the attendees or exhibitors, the on-site exclusive foodservice provider has the exclusive rights to provide the food & beverage services.

All food and beverage related booths shall complete an OCFEC foodservice request form and receive written approval from your Event Coordinator prior to the Renter contracting with the foodservice provider. All OCFEC foodservice request forms shall be submitted to your Event Coordinator at least 30 days prior to the event start date. Foodservice commissions at the sole discretion of the OCFEC may be required if written approval is granted. If written approval is granted by your Event Coordinator it shall be the responsibility of the Renter to obtain the necessary approvals from the Orange County Health Department Foodservice Requirements.

Renter shall provide the OCFEC foodservice provider with the space requested for foodservice locations and customer seating areas.

Alcoholic beverages shall be sold and/or served only by the OCFEC foodservice provider. Alcoholic beverages shall not be permitted outside the designated area rented by the Renter.

Exhibitor foodservice is available upon the request of the Renter.

Catering services shall be coordinated with your Event Coordinator & the Master Concessionaire, Ovations. Signing a catering event order form shall be required for all catering changes on either the days leading up to your event or on the event day. You will contract directly with Ovations for all catering needs.

Special foodservice requests or questions shall be directed to your Event Coordinator.

## **GAMES OF CHANCE**

"Games of Chance" or any other related activities are prohibited if the activity is played for commercial purposes and for profit. If a "raffle" or "free drawing" is to be utilized during the event by the Renter and/or exhibitors, it must be called an "Opportunity Drawing".

## **GENERAL PRICING INFORMATION**

The policies & procedures and OCFEC rate sheet is provided to assist with the preparation of your event. Pricing and Information regarding facility rental fees, reimbursable equipment fees, reimbursable service fees, reimbursable personnel fees and ancillary service are included. Pricing are subject to change without notice.

## **HELIUM BALLOONS**

Helium balloons may not be distributed or sold inside or outside the facility. With the prior approval of the OCFEC, helium balloons may be used when they are permanently affixed to a booth display.

If helium balloons are released for any reason within the facility, labor and equipment costs associated with the removal of the balloons from ceilings shall be charged to the Renter at the current fees listed in the General Pricing Information booklet. Additionally, helium balloons may not be released into the outside environment from the premises of OCFEC.

## **HOLIDAYS**

OCFEC is available on all State Holidays, including Martin Luther King Jr. Day, Lincoln's Birthday, President's Day, Cesar

Chavez Day, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. On these days, the Renter shall incur additional fees for personnel and service costs.

### **INJURIES**

All injuries shall be reported directly to the Department of Public Safety so a report can be taken. They can be reached at (714) 708-1588.

### **INSURANCE**

Insurance is required for any and all activity taking place at the OCFEC. Please contact your OCFEC Event Coordinator for a copy of the current requirements. It is prohibited to conduct any event or activity at the OCFEC without meeting the insurance requirements of the OCFEC.

All required insurance certificates shall be accurate and submitted to your OCFEC Event Coordinator within 60 days prior to your event move-in date.

Access to the rented space will not be permitted without proper certificates of insurance for your event. Depending on the scope of the event, you may have the option of purchasing insurance through OCFEC's insurance company.

### **KEYS**

Keys are available upon request for the show offices and ticket booths. Keys are not available for the buildings. To avoid unanticipated delays, please let us know what your needs are at least 14 days prior to the event. Renter can be provided with up to two (2) keys that fit our standard room locks for each office or ticket booth. Requested keys will be provided to the Renter by your Event Coordinator during move-in and must be returned to your Event Coordinator prior to leaving OCFEC after your event. There will be a \$50 per key fee assessed for any keys not returned prior leaving OCFEC after your event.

### **LIGHTING**

A "50%" level of lighting is provided in all rented spaces during move-in and move-out periods. One (1) hour prior to the opening of an event, "100%" lighting will be provided. At the close of an event day, "50%" lighting level will be restored for the move-out period. If a "100%" lighting level is necessary before or after show hours, please contact your Event Coordinator to make arrangements and to inquire about the prevailing fees.

### **LOAD LIMITS**

The concrete floors in Buildings 10, 12, 14, 16 & 17 have a load capacity of 3,000 pounds per square inch. Please consult your Event Coordinator for load limits at other venues of the OCFEC.

### **LOST, LEFT BEHIND, OR ABANDONED ARTICLES**

A lost and found location may be operated at the Renter's discretion and expense. OCFEC reserves the right to require, based upon the scope of the event the Renter to provide this service for their event. The OCFEC Department of Public Safety operates a 24-hour lost and found, which is also available for your use. Every effort shall be made by OCFEC staff to see that property found or turned in is handled in such a way as to provide the best possible opportunity for return of the property to its rightful owner. Please note that because we do not store show materials, unclaimed items may be disposed of at the conclusion of the move out.

### **MERCHANDISE FEE (NOVELTIES)**

Except as otherwise stipulated in the Rental Agreement, OCFEC retains the exclusive right to approve, sell and /or collect a commission from any event-related novelty or merchandise item. For those events of a nature that meets the potential criteria for any exemption, a request for such exemption of specific items must be submitted to your OCFEC Event Coordinator at least 60 days prior to your event. OCFEC will issue written approval to exempt these sales from the OCFEC exclusive rights after review and concurrence that the items are specifically germane to the nature of purpose of the Renter or its Event. Please note that the proposed sale of any items competing with those regularly offered at our concession stands or specialty cart will not be allowed.

### **MOTOR VEHICLES ON DISPLAY**

Renter agrees that all motor vehicles on display within an exhibit building shall have battery cables disconnected, taped, fuel tanks not more than ¼ full, provided with locked caps, or sealed in a manner approved by the State Fire Marshal.

### **NON- PROFIT COMPANY DISCOUNT**

A 15% discount will be deducted from the applicable rental rates during the day of rent of the facility during off-peak days (Monday through Thursday only). Non-profit companies are required to provide a valid IRS' 501 (C)(3) certificate to be eligible for the discount. Discount shall only include rent of the facility on event days only and not apply for any days of move-in, move out, reimbursable fees of personnel or equipment.

### **OVERHEAD EQUIPMENT - ATTACHMENT TO FACILITY**

All Attachments to any portion of the permanent structure of the Facility shall meet accepted engineering and safety standards. All attachments shall have sufficient strength to support weights placed on them and be secured in such a way to prevent items from falling or causing damage.

The OCFEC reserves the right to demand clarification of welds and safe working loads, deny installation, demand removal of questionable attachments and/or require appropriately qualified personnel to install or remove such attachments.

### **PARKING**

During the move-in, event and move-out periods, OCFEC provides the necessary parking and traffic staff to maintain all traffic and parking direction accessing and on the OCFEC property. This includes the placement of traffic cones and directional signage on and surrounding the property, monitoring and providing direction at property traffic access points, ensure smooth traffic flow, limit vehicle access at gates and lots, provide direction at loading/parking areas, issue appropriate parking permits and provide general way finding directions.

These labor expenses will be in your signed rental agreement. Any additional OCFEC labor expense related to these services shall be itemized and deducted from Refundable Deposit following the event.

On-site, private vehicle parking at OCFEC is only available in designated parking lots. Parking on grass areas shall not be permitted unless allowed by OCFEC. Off-site private vehicle parking is available following approval by OCFEC. Exhibitor permits are issued and required for exhibitor access, loading and parking purposes.

Off-site parking if required, as determined by the OCFEC will contract with Costa Mesa Police Department for traffic control services and the necessary off-site parking locations. The cost of these services and facilities will be the responsibility of the Renter.

Any persons associated with the show (Renters, vendors, volunteers, decorators) shall follow the direction of the OCFEC parking personnel. If there are vehicles parked in "no parking" areas, those vehicles are at risk of being towed at the owner's expense.

Overnight vehicle parking shall only be allowed with a valid overnight permit displayed. Overnight parking shall only be allowed in the area detailed on the valid permit. All permits shall be visible at all times in the vehicle to OCFEC staff.

Storage or stock vehicle parking shall only be allowed with a valid storage permit displayed. Storage parking shall only be allowed in the area detailed on the valid permit. Storage parking shall only be permitted on the property during the dates stipulated on the permit. All permits shall be visible at all times in the vehicle to OCFEC staff.

Vehicles parked in an area not permitted or do not have a valid permit shall be at risk of being towed at the owner's expense.

Paid Preferred parking will be offered by OCFEC to all event attendees and exhibitors. It is at the sole discretion of OCFEC the determination of which areas shall be paid and which shall be free parking. Free parking shall still be available for attendees, Renter and exhibitors. Renter shall not be responsible for the necessary operations or costs to facilitate the paid parking program and shall not be entitled to any parking revenues collected.



Please see your Event Coordinator for additional assistance with parking requirements or for special arrangements.

### **PARKING LOT USAGE (RIDE AND DRIVE EVENTS)**

Parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at OCFEC. To ensure safety within and around your event, OCFEC will at the expense of the Renter construct a barrier, around the perimeter of the driving portion of the event. Renter will be responsible for further necessary safety precautions in and around the event.

Accidents are to be reported to the Public Safety Department at the time of occurrence during your event. The Public Safety Department can be reached by phone (714) 708-1588, 24 hours a day, or they can be reached at the Department of Public Safety Office located just inside Gate 5 off of Arlington Drive between the hours of 6am - 12 midnight.

Speed limit for Ride and Drive events is 40 mph in the parking lot rented.

Loud noises or skidding are not permitted in the parking lots at any time due to the vicinity of the adjacent residential housing tracks, City Hall and City services. Such noises can be cause for termination of your event and removal from the OCFEC.

Damage or skid marks left on the parking lot asphalt will be itemized and deducted from the refundable deposit.

There are no electrical hookups or restroom facilities in the parking lot. Renter must secure generators for electricity and portable toilets for restrooms.

All chalk or flour lines used for designing a track must be cleared from the parking lot prior to departure, due to the parking lots being used on the weekends by other events.

### **PAYMENTS**

All contractual payments shall be made on or before the due date shown in the rental agreement. Payments can be made by cash, check or cashiers check.

Late payments shall be subject to a late fee pro-rated daily from the due date based on an annual rate of eighteen percent (18%).

Payments at the sole discretion of the OCFEC shall be required to be made by Cashiers Check if the Renter is either late making their scheduled payment, payment is less than thirty (30) days prior to move-in or a payment was returned from the bank.

Checks returned from the bank are subject to a twenty-five (\$25.00) dollar fee by the OCFEC.

### **PROPANE**

Propane is not allowed in any of the OCFEC buildings. Please ask your event coordinator for any additional information.

### **PUBLIC INFORMATION FORM**

On a form supplied by the OCFEC, Renter shall provide the OCFEC with the scheduled hours of operation, estimated daily attendance, admission fees, proposed promotions, public contact information and any other pertinent information that will assist the OCFEC Communications Department with such aspects as website listings, press releases, calendars and receptionist staff. This form shall be provided to your Event Coordinator prior to the solicitation or sales of Exhibitor space.

### **PYROTECHNICS & LASERS**

A special permit is required for the use of pyrotechnics and/or lasers. Each situation must be individually pre-approved in writing by your OCFEC Event Coordinator and the State Fire Marshal.

If approved, the use of pyrotechnics and/or lasers will be strictly controlled and continuously monitored by the State Fire Marshal. Standby Fire Personnel will be required at the Renter's sole expense during the demonstration.

## **RADIOS**

Event Sales & Services issued radios to the Renter are for the purposes of communication between the Renter and your Event Coordinator. Renter shall be liable for any replacement or repair to the loss or damage of the radio at the time of the Renter's possession. Event Sales & Services issued radios should be returned by the Renter prior to the conclusion of move-out. Radios can be returned to your Event Coordinator or the Department of Public Safety located inside Gate 5.

## **REFUNDABLE DEPOSIT**

Is required on all rentals to guarantee against additional reimbursable expenses to include but not limited to OCFEC personnel, equipment, clean up, loss, stolen, damage, contractor labor, caterings, etc. to the OCFEC. A minimum of \$250.00 or 25% of the total fee, whichever is greater, is required.

## **RIGGING**

The OCFEC reserves the right to require that all rigging in the Facility be performed by only those organizations and/or individuals whose qualifications have been approved by the OCFEC. Labor and equipment fees shall be at the Renter's expense.

All rigging proposals shall receive written approval from your OCFEC Event Coordinator. Requests shall be submitted at least 60 days prior to your event. State Fire Marshal and OCFEC requirements shall apply to all rigging activity on the property.

## **SAFETY**

**OCFEC's goal is to provide a safe environment for you and everyone associated with your event. Please help us meet our goal by adhering to the basic safety-related policies, which follow in this section:**

- All show and exhibitor equipment must be UL approved. Extension cords shall be three-wire with ground and shall service one appliance or device. Multi-plug adapters must be UL approved and have an overload internal circuit breaker. Home-type "cube" taps are prohibited. Spliced wires are heat generators and are prohibited.
- All doors shall remain accessible from the inside of the building at all times. Chains or any other extra locking devices shall not be permitted on the doors at anytime.
- Cooking/warming devices shall be electric and shall be UL or FM approved. Cooking/warming devices and heated products need to be four (4) feet away from the front of the display, or have a shield 18 inches high, ¼ inch thick across the front and down the sides of the demonstration area. A 2A10BC fire extinguisher must be in the booth and readily available near the demonstration area.
- The use of welding equipment, open flames, decorative candles or smoke emitting devices or material is prohibited. Exceptions may be made with prior approval by the Fire Marshal.
- All decorations, drapes, signs, banners, acoustical materials, hay, straw, moss, split bamboo, plastic cloth or similar decorative materials or any other potentially combustible material shall be flame retarded to the specification of the State Fire Marshal. A California State Fire Marshal's Flame Proof Certificate will be required. Field tests for flame resistance are not acceptable.

All fabrics, whether treated or inherently flame resistant, shall be labeled, tagged, stamped, printed or stenciled with the following information:

1. The Seal of Registration of the State Fire Marshal of California.
2. Name and registration number of the concern responsible for the job or production.
3. Name of the registered chemical used or the registered fabric or material.
4. Date chemical was applied, or the fabric or material was produced.
5. The statement, "This article must be re-treated after washing or dry-cleaning by systems with soap and water added" (If treated with a "Type II" chemical.)

- Exits, entrances, air supply vents, ramps, sidewalks, hallways, stairways, elevators, escalators and aisle ways must be kept clear at all times. Exit signs must be kept visible at all times. Fire extinguishers, fire protection valves and fire hose cabinets must be kept clear at all times.
- The use of burning fluids, oils, camphene, liquid oxygen, ethylene, kerosene, gasoline or anything else of like nature is discouraged in the facilities. If your event absolutely requires the use of hazardous materials, maximum limits and controls include our reserved right to curtail the use of the materials.
- In the event that an alarm goes off, please know that we do not deactivate any alarm until the proper emergency response team is on-site, verifies the cause of the alarm and then deactivates the alarm. We operate at a maximum safety level that helps us to insure life. In case of an emergency following an alarm, we will activate our public address system and provide direction to everyone in the facility. When the public address system starts to operate, please listen and follow the directions. Doing anything else will increase the hazard and will put you and your attendees at risk.
- Electrical equipment shall be installed, operated and maintained in a manner that does not create a hazard to life or property. Sufficient access and working space must be provided for all electrical equipment and must comply with current N.E.C. standards.
- No spray painting is allowed on the premises.

## **SALES AND USE TAXES AND LICENSES**

### **PROPERTY TAXATION**

The facility rental will create a taxable possessory interest. Renter will be subject to the payment of property taxes levied on such interest by the Orange County Assessor.

### **SALES TAX**

California Assembly Bill 1499, effective July 1, 2018, requires all commercial exhibitors, vendors, merchants and concessionaires who make sales of tangible personal property at a California state-designated fairground (including the OC Fair & Event Center) to separately report the sales amount on their Sales and Use Tax Return. This includes sales that an event promoter makes or any vendors of that promoter participating in an event at OC Fair & Event Center. If you or your vendors have any questions, you may contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115 Monday-Friday (except holidays) from 8:00 a.m. to 5:00 p.m. (Pacific Time) or visit their web site at <http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

### **SEATING CAPACITY**

Seating capacity information and diagrams are available. Please contact your Event Coordinator for information.

## **SECURITY: PUBLIC SAFETY & EVENT SECURITY SERVICES**

### **FACILITY PUBLIC SAFETY**

The OCFEC Department of Public Safety Staff retains control of all public spaces including all perimeter areas and service roads on a 24-hour basis. Basic services are provided for the overall safety and security of the grounds. Specific safety and security needs addressing your event require additional security. Any additional OCFEC services that you request for your event are at additional costs to the Renter listed in the current General Pricing Information Booklet.

### **EVENT SECURITY SERVICES**

The Renter is welcome to contract for event security staffing within the agreed rented space through one of the Security Vendors listed on the OCFEC approved vendors list. All security staffing and emergency response planning is subject to OCFEC review and approval and should be discussed with your Event Coordinator. A pre-event meeting with the OCFEC Public Safety Manager, your OCFEC Event Coordinator and event security company supervisor will be required prior to the start of the event.

Armed guards (other than Orange County Sheriff Deputies) can only be provided by an OCFEC approved vendor at the Renter's expense. Please consult your Event Coordinator for an approved list.

## **LAW ENFORCEMENT SERVICES**

Orange County Sheriffs Department is responsible for all law enforcement matters on the OCFEC property. If a law enforcement matter is needed, please report it to your OCFEC Event Coordinator or the OCFEC Department of Public Safety. OCFEC staff will dispatch the Orange County Sheriffs Department when requested or needed. The Renter shall be solely responsible for all the Orange County Sheriff Department personnel fees associated for their event.

In the interest of public safety, the OCFEC may, at its sole discretion, require the presence of the Orange County Sheriffs Department during certain events which may adversely impact public health, safety or welfare. Deputies are scheduled at the Renter's expense and subject to the rules of the Orange County Sheriffs Department.

## **SHIPMENTS**

All deliveries are made to the Facilities Yard inside Gate 5, as shipments may arrive prior to the event set up or arrival of Renter staff. As long as space is available, items will be held in a lock up area. The package recipient will sign for their items in the Facilities Office prior to release of shipments.

Deliveries made prior to set-up dates may be returned and scheduled for arrival the first day of set-up. Renter agrees that if the OCFEC should receive, handle or have in its care or custody any kind of shipped or otherwise delivered to the Facility for the Renter, the OCFEC acts solely for the accommodation of the Renter. The OCFEC shall not be liable for any loss of or damage to such property.

## **SIGNAGE**

OCFEC personnel may only be used for placement of signs and/or banners outside the Renters contracted space and on the perimeter of the OCFEC property the day of the event. Signs placed without prior approval will be removed at the Renter's expense.

Any signs left on or about the premises of the OCFEC will be subject to a \$25.00 removal fee for each sign.

Renter shall use the OCFEC signage guidelines for the design and placement locations available for all signage in outdoor areas. Availability and scheduling shall be done through your event coordinator.

### **SIGNAGE (PERIMETER)**

OCFEC will provide generic "Event Parking" directional signs around perimeter of the property. If Renter desires event specific signs, the following requirements apply:

- Renter is responsible for providing the OCFEC with a minimum of 10 signs at a required size of 40" wide x 53 3/4" long. The recommended material is white chloroplast with black vinyl lettering.
- Renter may either have an outside sign company produce the signage or may request that OCFEC produce the signage at the rate listed in current General Pricing Information.
- OCFEC must receive a completed sign request form no less than 21 days prior to the event for OCFEC to produce the signage.
- Renter shall provide the signage to OCFEC Parking staff on the first day of set up of the event.
- OCFEC Parking staff will place the signage in sign frames and locate the signage at City approved areas around the perimeter of the property.
- At the conclusion of the event, OCFEC Parking staff will return the signage to the Renter.
- Other signage (banners or other size signs) will not be permitted on the perimeter of the property.
- Please contact your event coordinator for any questions or assistance with these requirements.

## **SMOKING**

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Parade of Products area.

## **SOUND COMPLIANCE**

Events held at the OCFEC shall comply with sound standards as outlined in the 1980 Settlement Agreement between the OCFEC and the City of Costa Mesa's permanent injunction. A summary of the sound standards is as follows:

<u>Sound Level</u>	<u>Time Period</u>	<u>Day of Week</u>
55 dB(A)	7:00am - 10:30pm	Sun. - Thurs.
50 dB(A)	10:30pm - 7:00am	Sun. - Thurs.
55 dB(A)	7:00am - 11:00pm	Fri. - Sat.
50 dB(A)	11:00pm - 7:00am	Fri. – Sat

### **The sound levels shall not exceed:**

- (1) The sound standard for a cumulative period of more than thirty (30) minutes in any hour; or
- (2) The sound standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour;  
or
- (3) The sound standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
- (4) The sound standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minute in any hour;  
or
- (5) The sound standard plus twenty (20) dB(A) for any period of time.

The sound level shall be measured in the residential neighborhoods surrounding the OCFEC property. The Renter shall work with the OCFEC to ensure compliance with the applicable sound level standards.

## **SOUND MONITORING**

In the interest of ensuring sound standard are met, the OCFEC may, at its sole discretion, require the presence of the OCFEC Sound Engineer during certain events which may adversely impact the established sound standards or cause concern with neighboring community. The OCFEC Sound Engineer may also require and approval of the sound equipment proposed for the event.

The OCFEC Sound Engineer reserves the right to require the Renter to either immediately adjust the sound level to acceptable level of discontinue all amplified sound. The OCFEC Sound Engineer is scheduled at the Renter's expense.

## **SPONSORSHIP**

Renter shall seek pre-approval from their Event Coordinator prior to seeking sponsorship arrangements.

OCFEC has an exclusive sponsorship arrangement for the following items and the Renter shall not seek sponsorships in these areas without written approval from OCFEC: Beer, wine, spirits, water and soda categories.

## **STAKING**

Using alternatives to staking is required unless written approval is granted from the OCFEC. Typical alternatives to staking include the use water barrels or large weights. Staking requests shall be detailed with an OCFEC CAD layout showing the exact location intended to stake, specifications of all stakes and the plan of how the stake will be removed and the area returned to its original state. All requests shall be submitted for review and approval at least 45 days prior to your event. All damage related to staking shall be deducted from the Refundable Deposit following the event.

## **TEAR DOWN**

Renter agrees that items, materials, equipment or vehicles left at OCFEC after tear down will be subject to a storage fee.

## **TELEPHONE SERVICE**

Telephone service is available by calling AT&T at (800) 339-3204. From outside California call (213) 975-5519. Office hours are Monday - Friday, 8:00am - 5:00pm (PST)

AT&T requires that orders be placed no later than two (2) weeks before the requested installation date. For fast service on repair problems, call (800) 332-1321 (24 hours). The following information is needed when placing an order:

Location: OC Fair & Event Center  
Bldg/booth #: The number of the event building and booth location number  
Event name: Advertised name of event.  
Connect date: Date of desired connection (must be Monday - Friday, excluding holidays)  
Disconnect date: Date of desired disconnection  
Billing information: Your name and address (do not use OCFEC address for Billing information)

## **TENTS**

The following fire and life-safety requirements shall be applicable for all tents, awnings and fabric-covered enclosures.

1. All tents, awnings and other fabric-covered enclosures shall be made from a nonflammable material or shall be treated and maintained in approved flame-retardant condition. Documentation shall be maintained with the tent or awning.
2. Any paper or fabric used in displays or exhibits shall be fire resistive or treated with an approved fire retardant solution prior to use. Documentation of such shall be available during any inspection.
3. All tents with occupancy of 11 or more shall bear the seal of the California State Fire Marshal.
4. No smoking shall be allowed in any tent and "No Smoking" signs shall be posted.
5. No vehicles shall be parked within 100 feet of a tent unless it is necessary for the operation of the tent, or parked on a street closer than 20 feet from the tent.
6. Illuminated exit signs shall be provided at each required exit when the occupant load is 100 or more. A minimum of two exits shall be provided for each tent with an occupancy load of up to 199. Three exits shall be provided for occupant loads of 200 to 499. Four exits shall be provided for 500 to 999 occupant loads.
7. No open-flame device shall be permitted in any tent or tent structure.
8. Emergency lighting shall be provided for any structure or tent with an occupant load of 100 persons or more. The power source may be generator or battery.
9. Fire extinguishers in tents shall be provided as follows:
  - a. 10 500 square feet of floor space area, one 2A:10BC extinguisher.
  - b. To 1000 square feet of floor space area, two 2A; 10BC extinguishers.
  - c. Each additional 1000 square feet of space area will require an additional fire extinguisher.

## **TICKETING / BOX OFFICE**

Ticketing services may be arranged through OCFEC. When OCFEC is utilized for this service, all admission sales will be issued, sold and controlled exclusively by the OCFEC. Event ticket sales will be provided through the designated OCFEC ticket service provider once necessary ticket information has been provided to OCFEC and upon an executed contract between the Renter and OCFEC.

All labor hours provided by OCFEC Ticketing/Box Office personnel and equipment used for each event shall be charged to the Renter at the applicable rates shown on the most current OCFEC General Pricing Information. Please contact your Event Coordinator for additional details.

Renter shall reimburse OCFEC for all reimbursable expenses for the admission operation including but not limited to ticket stock costs and the expense to produce any other type of tickets such as season passes, wrist bands, etc. The

Renter shall also reimburse the OCFEC for all cash handling fees including bank, vault and armored truck and credit card fees incurred during the event.

**Advance Ticket Sales:**

Following submittal of the necessary event information it will be processed in the Ticketmaster system. Renter shall provide the necessary information a minimum of 21 days prior to the desired start date of sales.

The OCFEC Box Office hours of operation vary throughout the year. Tickets for the event shall be available at the OCFEC Box Office if the Box Office is open and operating. If the OCFEC Box Office is closed, the Renter may request the Box Office to open during designated days and hours leading up to their event. Renter shall provide a minimum of 21 day notice. All labor hours provided by OCFEC Ticketing/Box Office personnel used shall be charged to the Renter at the applicable rates shown on the most current OCFEC General Pricing Information.

OCFEC will account for all advance tickets sold and utilized leading up to the event or season and reconcile at the conclusion of the event.

**Consignment Ticket Sales:**

Renter shall request consignment tickets at least 7 days prior to date of desired pick-up. Renter shall be required to sign an OCFEC Consignment Ticket release form agreeing to the amount of tickets issued when the Renter receives the tickets. The Renter shall return all unsold consignment tickets within 3 days following the event or season. Consignment tickets issued that are not returned, lost or stolen, the Renter shall be solely responsible for the face value of each ticket plus the agreed upon commissions owed to the OCFEC. Renter shall receive a receipt from the OCFEC agreeing to the number of consignment tickets returned.

**Complimentary Tickets:**

Renter shall request complimentary tickets at least 7 days prior to date of desired pick-up. Renter shall be required to sign an OCFEC Complimentary Ticket release form agreeing to the amount of tickets issued when the Renter receives the tickets. In cases where the OCFEC is contractually retaining a percentage of ticket sales a mutually agreed upon limit of complimentary tickets shall be determined by the Renter and OCFEC.

**Draw:**

A cash draw of the available admissions revenue may be issued to the Renter on the day of the event, upon mutual agreement by the OCFEC and the Renter. The amount of the draw shall be at the sole and exclusive discretion of the OCFEC. The Renter shall understand that any outstanding or projected ticket commissions, facility fees, event reimbursable expenses and a minimum amount of a five thousand dollar (\$5,000) refundable deposit shall be held by the OCFEC and not available to the Renter until time of final settlement ten business days following the end of the event. The Renter shall request a draw at least 7 days prior to the start of the event.

**Promotions:**

Renter shall provide all promotional, discount and coupon information to OCFEC a minimum of 7 days prior to the release or communication of the actual promotion or discount.

**Settlements:**

OCFEC will provide all ticket revenues minus the agreed upon commissions and outstanding event reimbursable expenses (including but not limited to OCFEC personnel, services, equipment expenses, contracted service expenses, facility damages, loss, stolen or damaged equipment, etc.) within 10 business days following the last event day.

If an event reimbursable expense cannot be reconciled within 10 business days following the last event day, the OCFEC, at its sole and exclusive discretion may hold a portion of the ticket revenues to ensure the outstanding expense will be covered.

**Ticket Advertising:**

Renter shall approve all event ticket advertising with the OCFEC Event Coordinator at least 7 days prior to production.

**Ticket Refunds:**

Renter shall be solely responsible for all Event ticket refunds and any related costs. The Renter shall approve ticket refunds requested through the OCFEC box office.\

**Ticket Reports:**

OCFEC will provide ticket sales and use reports upon request by the Renter leading up the event, during the event and following the event. All reports are provided through the Ticketmaster system.

**Ticket Sales Funds:**

For the purpose of application toward payment of any balances for rent or other event expenses, the OCFEC shall have complete custody and control of all monies received from the sale of tickets through the OCFEC box office or through the ticketing arrangements with the OCFEC ticket agency. All ticket sale monies shall be held in the trust by OCFEC as a bailment for the benefits of the ticket purchasers.

**TRAFFIC CONTROL****On Property:**

The OCFEC Parking Department is responsible for all traffic planning, coordination and direction on the OCFEC property and off-site spaces rented by OCFEC.

**Off Property:**

The Costa Mesa Police Department is responsible for all traffic planning, coordination and direction outside the OCFEC property. The OCFEC Parking Department will coordinate on-site and off-site parking coordination with the Costa Mesa Police Department. The Renter shall be solely responsible for all the Costa Mesa Police Department personnel needed for their event.

The OCFEC has at its sole discretion to require the Renter to provide off property traffic coverage to ensure good vehicle circulation and a safe environment.

**WASTE DISPOSAL**

Renter is obligated to pay the cost of all trash hauls. Renter is responsible for proper and regulated disposal of any and all toxic or biohazard goods, material and substances, and must comply with all applicable laws. Please note that California has strict policies with regard to regulated waste disposal. If someone associated with your event ignores regulatory mandates, it becomes Renter's responsibility. Please ask your Event Coordinator for the names of local providers who handle toxic and/or biohazardous substances/materials if necessary.

**LASTLY...**

Every event is different and the General Policies, Rules and Regulations cannot conceivably cover every possible scenario. If there is anything that is not covered expressly in this handbook, please know that OCFEC reserves the right to determine necessary considerations or stipulations on an as-needed basis.

Our sole effort is to insure the success of your event and safeguard the safety and experience of all our visitors. We know that you will appreciate our efforts.

(These general policies, rules and regulations are subject to change.)